

EXHIBIT A

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE is made this ____ day of _____, by Tel-Link, L.L.C., a Georgia limited liability company ("Seller"), in favor of NOW Communications, a Mississippi corporation ("Purchaser").

WHEREAS, Purchaser and Seller have entered into a Purchase Agreement, dated as of January 26, 2000 (the "Purchase Agreement"; capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement), pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver to Purchaser and Purchaser has agreed to purchase from Seller substantially all of the assets used by Seller in connection with its business of purchasing and reselling home telephone and other telecommunications services, and Purchaser has agreed, in partial consideration therefor, to assume certain obligations in connection therewith by executing an Assumption Agreement of even date herewith;

WHEREAS, Seller desires to transfer and assign to Purchaser the assets described below pursuant to Section 1.04 of the Purchase Agreement and Purchaser desires to accept the sale, transfer, conveyance, assignment and delivery thereof;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Purchaser free and clear of all Liens, other than Permitted Liens, all of Seller's right, title and interest in, to and under the following Assets of Seller used in connection with the Business, other than the Excluded Assets, as the same shall exist on the Effective Date: (i) the Real Property Lease, (ii) the Inventory, (iii) the Customer Base, (iv) the Tangible Personal Property, (v) the Personal Property Leases, (vi) the Business Contracts, (vii) the Intangible Personal Property, (viii) the Business Licenses, (ix) the Security Deposits, (x) the Sold Telephone Payments, and (xi) the Business Books and Records (collectively, the "Assigned Assets"); TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns, forever.

Purchaser hereby accepts the sale, transfer, conveyance, assignment and delivery of the Assigned Assets.

Seller represents, warrants, covenants and agrees that it: (a) has good and marketable title to the Assigned Assets, free and clear of all Liens other than Permitted Liens; and (b) will warrant and defend the sale of the Assigned Assets against all and every Person or Persons whomsoever claiming against any or all of the same, subject to the terms and provisions of the Purchase Agreement. Seller is making no representation or warranty whatsoever, express or implied, including but not limited to any implied representation or warranty as to condition, merchantability or suitability as to any of the Assets, except those representations and warranties contained above and in Article II of the Purchase Agreement. It is understood that, except to the extent otherwise expressly provided herein, Purchaser takes the Assets "AS IS" and "WHERE IS."

At any time or from time to time after the Effective Date, at Purchaser's request and without further consideration, Seller shall execute and deliver to Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Purchaser may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Purchaser, and to confirm Purchaser's title to, all of the Assigned Assets, and, to the full extent permitted by Law, to put Purchaser in actual possession and operating control of the Assigned Assets and to assist Purchaser in exercising all rights with respect thereto.

This General Assignment and Bill of Sale may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

This General Assignment and Bill of Sale shall be governed by and construed in accordance with the laws of the State of Georgia applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this General Assignment and Bill of Sale in order for this General Assignment and Bill of Sale to be effective in any respect, then the laws of such other jurisdiction shall govern this General Assignment and Bill of Sale to such extent.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this General Assignment and Bill of Sale on the day and year first above written.

Tel-Link, L.L.C.

By: _____
Name:
Title:

Accepted:

NOW Communications, Inc.

By: _____

Name:
Title:

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT is entered into this ____ day of _____, _____, by and between NOW Communications, Inc., a Mississippi corporation ("Purchaser"), and Tel-Link, L.L.C., a Georgia limited liability company ("Seller").

WHEREAS, Purchaser and Seller have entered into a Purchase Agreement, dated as of January 26, 2000 (the "Purchase Agreement"; capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement), pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver to Purchaser and Purchaser has agreed to purchase from Seller substantially all of the assets used by Seller in connection with the conduct of its business of purchasing and reselling home telephone and other telecommunications services, and Purchaser has agreed, in partial consideration therefor, to assume certain obligations in connection therewith by executing this Assumption Agreement;

WHEREAS, pursuant to Section 1.04 of the Purchase Agreement, Purchaser is required to execute and deliver to Seller this Agreement whereby Purchaser assumes such obligations;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Purchaser hereby undertakes and agrees from and after the Effective Date, subject to the limitations contained herein, to assume and to pay, perform and discharge when due the Assumed Liabilities.

Nothing contained herein shall require Purchaser to pay or discharge any debts or obligations expressly assumed hereby so long as Purchaser shall in good faith contest or cause to be contested the amount or validity thereof.

Other than as specifically stated above or in the Purchase Agreement, Purchaser assumes no debt, liability or obligation of Seller, including without limitation the Retained Liabilities, by this Assumption Agreement, and it is expressly understood and agreed that all debts, liabilities and obligations not assumed

hereby by Purchaser shall remain the sole obligation of Seller, its successors and assigns.

No Person other than Seller, its successors and assigns shall have any rights under this Assumption Agreement or the provisions contained herein.

This Assumption Agreement may be executed in any number of counterparts, each of which will be deemed an oriainal, but all of which together will constitute one and the same instrument.

This Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Georgia applicable to a conrracr executed and performed in such State without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Assumption Agreement in order for this Assumption Agreement to be effective in any respect, then the laws of such other jurisdiction shall govern this Assumption Agreement to such extent.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Assumption Agreement on the day and year first above written.

NOW Communications, Inc.

By: _____
Name:
Title:

Tel-Link, I.L.C.

By: _____
Name:
Title:

Tel-Link, L.L.C.

Manager's Certificate

I, _____, Manager of Tel-Link, L.L.C., a Georgia limited liability company ("Seller"), pursuant to Section 4.03 of the Purchase Agreement dated as of January 26, 2000 (the "Purchase Agreement") between NOW Communications, a Mississippi corporation, and Seller, DO HEREBY CERTIFY on behalf of Seller as follows:

1. Attached hereto as Exhibit A is a true, complete and correct copy of the Articles of Organization of Seller and all amendments thereto (as so amended, the "Articles of Organization"), and no amendment to the Articles of Organization has been authorized or become effective since the date of the last of such amendments, no amendment or other document relating to or affecting the Articles of Organization has been filed in the office of the Secretary of State of the State of Georgia since such date and no action has been taken by Seller, its members, managers or officers in contemplation of the filing of any such amendment or other document or in contemplation of the liquidation or dissolution of Seller.

2. Attached hereto as Exhibit B is a true, complete and correct copy of the Operating Agreement of Seller as in full force and effect on the Effective Date.

3. Attached hereto as Exhibit C is a true, complete and correct copy of resolutions adopted by the manager of Seller with respect to the Purchase Agreement and the Operative Agreements to which it is a party and the transactions contemplated thereby, which resolutions were duly and validly adopted by the manager on _____, ____ . All such resolutions are in full force and effect on the Effective Date in the form in which adopted and no other resolutions have been adopted by the manager of Seller or any committee thereof relating to the Purchase Agreement and the Operative Agreements to which it is a party and the transactions contemplated thereby.

4. Each of the following named individuals is a duly elected or appointed, qualified and acting officer of Seller who holds, and at all times since October __, 1999, has held, the offices set opposite such individual's name, and the signature written opposite the name and title of such officer is such officer's genuine signature:

[Name]	[Title]	_____
[Name]	[Title]	_____
[Name]	[Title]	_____
[Name]	[Title]	_____

IN WITNESS WHEREOF, Seller has caused this Certificate to be
executed on its behalf by the undersigned on and as of the ____ day
of _____, _____.

Tel-Link, L.L.C.

By: _____
Name:
Title:

I, _____, _____ of Seller, DO HEREBY
CERTIFY on behalf of Seller that _____ is the duly elected or
appointed, qualified and acting _____ of Seller,
and the signature set forth above is the genuine signature of such
officer.

Name: _____
Title: _____

_____/____

NOW Communications, Inc.

[Assistant] Secretary's Certificate

Secretary of NOW
Communications, Inc., a Mississippi corporation ("Purchaser"),
pursuant to Section 5.03 of the Purchase Agreement dated as of
January 26, 2000 (the "Purchase Agreement"), between Purchaser and
Tel-Link, L.L.C., a Georgia limited liability company, DO HEREBY
CERTIFY on behalf of Purchaser as follows:

1. Attached hereto as Exhibit A is a true, complete and correct copy of the [Restated] [Certificate] [Articles] of Incorporation of Purchaser and all amendments thereto (as so amended, the "[Certificate] [Articles] of Incorporation"), and no amendment to the [Certificate] [Articles] of Incorporation has been authorized or become effective since the date of the last of such amendments, no amendment or other document relating to or affecting the [Certificate] [Articles] of Incorporation has been filed in the office of the Secretary of State of the State of Mississippi since such date and no action has been taken by Purchaser, its [stockholders] [shareholders], directors or officers in contemplation of the filing of any such amendment or other document or in contemplation of the liquidation or dissolution of Purchaser.

2. Attached hereto as Exhibit B is a true, complete and correct copy of the By-Laws of Purchaser as in full force and effect on the Effective Date and at all times since [date of last amendment].

3. Attached hereto as Exhibit C is a true, complete and correct copy of resolutions adopted by the Board of Directors of Purchaser with respect to the Purchase Agreement and the Operative Agreements to which it is a party and the transactions contemplated thereby, which resolutions were duly and validly adopted at a meeting of the Board of Directors of Purchaser on _____, _____, at which a quorum was present and acting throughout. All such resolutions are in full force and effect on the Effective Date in the form in which adopted and no other resolutions have been adopted by the Board of Directors of Purchaser or any committee thereof relating to the Purchase Agreement and the Operative Agreements to which it is a party and the transactions contemplated thereby.

4. Each of the following named individuals is a duly elected or appointed, qualified and acting officer of Purchaser who holds, and at all times since [date of execution of Purchase Agreement] has held, the office set opposite such individual's name, and the signature written opposite the name and title of such officer is such officer's genuine signature:

[Name]	[Title]	_____
[Name]	[Title]	_____
[Name]	[Title]	_____
[Name]	[Title]	_____

IN WITNESS **WHEREOF**, Purchaser has caused this Certificate to be executed on its behalf by the undersigned on and as of the day of _____, ____.

NOW Communications, Inc.

By: _____
Name:
Title:

I, _____ of Purchaser, DO HEREBY CERTIFY on behalf of Purchaser that _____ is the duly elected or appointed, qualified and acting [Assistant] Secretary of Purchaser, and the signature set forth above is the genuine signature of such officer.

Name:
Title:

_____, _____

Exhibit F

ILLUSTRATIVE EXAMPLE